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Clerk of the Court  
United States Djistrict Court for the  
Eastern District of Pennsylvania  
Byrne Federal Courthouse  
601 Market Street  
Philadelphia, PA 19106-1797

Michael H. Ribich  
1514 Timber Ridge Lane  
Grand Rapids, MN 55744

Dear Court,

This letter is to inform the court of my dissatisfaction and objection with the proposed settlement. Let me begin by saying that I have every intention of being a part of this class action. Any monetary compensation that I might receive is surly better than a poke in the eye with a sharp stick, but under the terms of this settlement, not much better. And that is my objection.

My first objection is the pro-rated percent payable on the service life of the siding. According to the suit, "Monique vs. Certainteed Corporation, Case# 2:11cv-00234-TON", filed 1/13/11 with the US District Court Eastern District of Pennsylvania, it is claimed that the Certainteed Corp. warranted their siding for 50 years of service. According to the Notice of Settlement sent to me, my siding installed in approximately 11/2006, is pro-rated at 52% payable. My siding has only been in service for seven years, which according to my math is 7/50ths or 14% of its warranted service life. My math therefore says the percent payable as warranted by Certainteed should be 86% not 52%.

My second objection, as I read the Notice of Settlement, is that the average installation cost are lumped in with the pro-rated service life of the warranted siding, and reduced by the same amount. What kind of logic is this? I've already paid in the neighborhood of \$17,000 to have this faulty product installed on my house and passed onto me through my purchase price. As this deteriorating siding and situation came to my attention, I had an estimate for the installation of new siding. That estimate came back at \$21,720.00. I'm guessing the installation cost of new siding would be about another \$17,000 and no one is pro-rating the cost of the installation for me. By the time this situation is corrected I'll have an estimated \$35,000+ just in installation costs. How is that fair? Correct. It's not.

My final objection is the Certainteed Fiber Cement Siding Settlement Claim Form. This form requires photo evidence of the damaged siding using a scale with  $\frac{1}{2}$  inch for warping,  $\frac{5}{16}$ ths for gaps at windows and doors,  $\frac{3}{16}$ ths where boards butt. What if a warped board is  $\frac{7}{16}$ ths? Is that not also damaged? My house had an overlay board installed where all boards meet windows, doors and interior and

exterior corners so as to cover the nails. I can't see the nail popping and broken ends under these boards and do not wish to expose them for fear the siding will fall off. These special circumstances are not addressed in the Settlement language but should be. More onus should be assigned the Certainteed Corp to relieve the affected parties in this instance, and have an inspection done with their assigned representative and a neutral representative to determine the extent of the damage and subsequent award settlement.

Thank you for the time entering my objections.

Sincerely,



Michael H. Ribich